IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

ARBITRATION PETITION NO.190 OF 2007

Vanita Deendayal Rohera — Petitioners
vs.
Khemchand Bhojraj Fagwani & 2 ors. — Respondents

Mr.Jitendra Jain i/b.M/s.Divya Shah & Associates for the petitioners.

Mr.L.V.Jain for respondent no.1.

CORAM : ANOOP V. MOHTA,J.

DATED : 22nd June, 2007

P.C.

In an arbitration proceedings between the parties as an application was filed for disclosure of documents against respondent no.3 who is not a party to the proceeding, the learned Arbitrator in para 10 recorded, the consent given by both the parties in reference to the production of the said documents by Mr.Mukesh Balsara (respondent no.3).

2. In view of this, considering the dispute raised and in view of the consent given by the parties, the prayer clause (a) is granted except bracketed portion. Liberty is also granted to the parties to take out appropriate proceedings for prayer (b). Prayer (a) except bracketed portion reads thus:

(a) that this Hon'ble Court be pleased to issue letter of request/witness summons to Respondent no.3 to produce before the Arbitral Tribunal, the original copy of the MOU pertaining to sale and transfer of immoveable property sub-plot B of plot No.356 (part) situated at Ghorpadi, Sanganwadi Town Planning Scheme, Taluka Haveli, District. Pune."

3. The learned counsel appearing for the petitioners, on instructions, makes statement that all allegations as raised and as objected to by respondent no.1 are withdrawn.

4. In view of this, the petition is partly allowed in terms of prayer (a) as above.

5. No costs.

[ANOOP V. MOHTA,J.]